



FACTORY PLANT PROJECTS LTD

Gospel Ash Road

Bobbington

Near Stourbridge

West Midlands

DY7 5EQ

Telephone: (01384) 221 200

Fax: (01384) 221 202

Email: info@factoryplant.com

Current General Terms & Conditions of Business

1. Application of these general conditions:

- 1.1 Section 1 of these general conditions applies to all contracts for the sale or provision of goods or services by FPP.
- 1.2 No addition to nor any variation or waiver of, these conditions nor any terms or conditions put forward by the customer or printed on the customer's purchase order shall have any legal effect unless expressly agreed in writing on behalf of FPP by a duly authorized employee of FPP.
- 1.3 Unless otherwise stated a written quotation by FPP constitutes an offer to sell the goods or provide the services described subject to these conditions.
- 1.4 In these conditions:
"FPP" means Factory Plant Projects Ltd.
"Customer" means any person, firm or company or other incorporated or unincorporated body who agrees to buy goods and / or services from FPP.
"Customer's Site" means any land or premises occupied by a Customer or any other place, including any delivery point, to which FPP requires access for the provision of equipment or services.
"FPP property" means any equipment owned by FPP which is furnished to the customer for his use.

2. Price:

- 2.1 The contract price for goods and services shall be the price effective at the time of supply. Unless specifically quoted as a fixed price for a specific period or agreed otherwise in writing all prices are subject to variation from time to time by FPP who shall notify such variations to the customer accordingly.
- 2.2 VAT (or any other tax then applicable) will be charged at the rate ruling at the time of supply.

3. Delivery, storage and abortive journeys:

- 3.1 If provision of services cannot be made at the agreed delivery point, location or site due to the customer's acts or omissions FPP may additionally charge for abortive journeys, part deliveries or costs incurred due to late cancellation.
- 3.2 If the customer fails to accept delivery FPP shall be entitled to make arrangements for storage of goods and charge the customer accordingly and the customer shall become responsible for the risk of loss or damage to the goods and for paying the contract price as if the goods had been delivered.
- 3.3 The customer shall be responsible for the risk of damage of goods or equipment when storage is arranged by FPP.

4. Payment (standard terms):

- 4.1 Full payment of invoices must reach FPP by the thirtieth day of the month following the month of delivery of goods and / or provision of services.
- 4.2 FPP should be notified immediately of any error on an invoice.
- 4.3 The customer shall not make any set-off or raise any counterclaim in diminution of the sums due but must pay the contract price in accordance with the above and other charges (if any) on the date or dates agreed.
- 4.4 If any payment is overdue FPP may stop the delivery of goods or provision of services to the customer and payment shall become immediately due for all goods and services supplied.
- 4.5 FPP may charge interest on any amount overdue at the rate of 2% per month compounding monthly.

5. Reservation of ownership of goods:

- 5.1 Goods being sold shall remain the property of FPP until the whole of the contract price has been paid.
- 5.2 If the contract price is not paid on the date specified in Clause 4.1 FPP shall have the right to enter the customer's site to recover its property.

6. Risk of goods in transit:

- 6.1 Any shortage, loss, damage or discrepancy must be notified promptly to FPP and the carrier if not FPP. FPP shall not be liable unless notification (confirmed in writing) is received within 3 working days of delivery or collection in the case of shortage, damage or discrepancy or within 14 working days from the date of intended dispatch in the case of total non-delivery. Damaged goods and packing must be kept for inspection by FPP and / or the carrier.

7. Removal, loading, unloading, installation and commissioning on site:

- 7.1 If the contract covers delivery to the customer's site loading or off loading or installation or commissioning by FPP on the customer's site, the customer shall provide free of charge adequate and safe access and facilities for FPP, its employees and subcontractors and their vehicles.
- 7.2 The customer is responsible for carrying out any necessary preparatory works to FPP's satisfaction and for supplying information or drawings sufficient to enable FPP to proceed.

- 7.3 Any person engaged in work on the customer's site in connection with the contract (other than an employee or sub-contractor of FPP) shall as between FPP and the customer be deemed to be an employee or agent of the customer. The customer shall be liable for any injury or damage suffered by FPP, its employees or agents on the customer's site, except to the extent caused by the negligence of FPP, its employees or agents.

8. Force Majeure:

- 8.1 FPP shall not be liable for any failure to fulfil its obligations under the contract if such failure is due to strike, lock-out, industrial dispute, breakdown of plant transport or equipment, or whether or not of the same nature as the foregoing, to any event or circumstances beyond FPP's reasonable control.

9. Limitation of Liability:

- 9.1 FPP accepts liability to the customer for the costs of repair, re-instatement or replacement of direct physical damage to third party property or death or injury to third parties caused by the negligence of FPP, its employees or agents up to a limit of £10M any one contract.
- 9.2 Notwithstanding anything in sub Clause 9.1 above. In respect of plant and machines in our custody and control for the purpose of machine dismantling, movement and installation FPP provide Engineering Liability cover subject to a financial limit of £2M any one contract.
- 9.3 Except as provided in sub Clause 9.1 and 9.2 above neither FPP nor its employees or agents shall have any liability whatsoever for any consequential losses unless stated as a condition of our quotation.

10. Responsibility for legal obligations:

- 10.1 The customer shall be responsible for obtaining all necessary consents and for complying with all legal obligations in connection with any goods supplied, or work done by FPP or the customer on the customer's site.

11. Responsibility for FPP property:

- 11.1 The customer is fully responsible for the safe custody and good condition (fair wear and tear excepted) of all FPP property from receipt (whether at the delivery point or at FPP's or its agents premises) until FPP signs for its return. Any loss or damage must be reported promptly.
- 11.2 FPP reserves the right to charge the customer for repair, renovation or cleaning due to the customer's failure to take proper care of FPP property.
- 11.3 The customer shall not mortgage, pledge, sell, lend or part with possession of any FPP property.

12. Shortage, loss or damage in transit:

- 12.1 FPP's delivery / collection note shall be conclusive as to the amount of number of and type of goods delivered and collected.
- 12.2 All goods accepted by FPP for carriage are subject to the insured limits stated in sub clause 9.2.

13. Supply of craneage for hire only:

- 13.1 All craneage offered for hire by FPP or its sub-contractors is subject to C.P.A (Contractors Plant Association) conditions, a copy of which can be supplied on request. The customer shall in this circumstance be responsible for full compliance with LOLER 1998 Regulations in this respect.
- 13.2 During the period of hire any tyre damage incurred on site will be charged at cost to the customer's account.

14. General:

- 14.1 If by arrangement with the customer, FPP goods or services are supplied to any person who is not a party to the contract, the customer shall ensure that such person agrees to be bound by these conditions as though a party to the contract. The customer shall indemnify and hold harmless FPP against any consequences (including any claim made by such person, which he could not make if a party to the contract) of the customer failing to do so or of such person not fulfilling its obligations under the contract.
- 14.2 FPP may subcontract all or any part of the services except insofar as the client otherwise instructs FPP in writing. FPP contracts for itself and as agents of and trustee for its employees and sub-contractors and their employees and any reference herein to FPP shall be deemed to include every such employee and sub-contractor.
- 14.3 The headings in these conditions are for convenience of reference only and shall not affect the construction or interpretation thereof.
- 14.4 The contract and these conditions are governed by English Law.

